



City of Cambridge

Agenda Item No. 5(A)

IN CITY COUNCIL

March 14, 1988

- WHEREAS: The City of Cambridge is involved in a major revitalization and development of the East Cambridge Riverfront Area; and
- WHEREAS: The revitalization is being implemented according to the East Cambridge Riverfront Plan; and
- WHEREAS: Canal Park Associates is participating in this revitalization through their construction of a new office/retail building known as One Canal Park located at Lechmere Canal Park; and
- WHEREAS: As part of said construction, it is necessary to provide an encroachment easement in a portion of Lechmere Canal Park, said Park being owned by the City of Cambridge; and
- WHEREAS: Canal Park Associates has requested that such an encroachment easement be granted to them; and
- WHEREAS: This City Council is desirous of supporting said project and of granting an encroachment easement to Canal Park Associates in a portion of Lechmere Canal Park abutting their property and as more particularly described in the attached Exhibit A; now therefore, be it
- ORDERED: That Canal Park Associates be granted an encroachment easement substantially in the form of the Encroachment Easement Agreement attached hereto; and be it further
- ORDERED: That the City Manager is hereby authorized to execute and deliver to Canal Park Associates such Encroachment Easement Agreement.

In City Council March 14, 1988.

Adopted by the affirmative vote of 8 members.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connarton
Joseph E. Connarton, City Clerk.



City of Cambridge

Agenda Item No. 5(A)

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In City Council March 14, 1988.

Adopted by the affirmative vote of 8 members.

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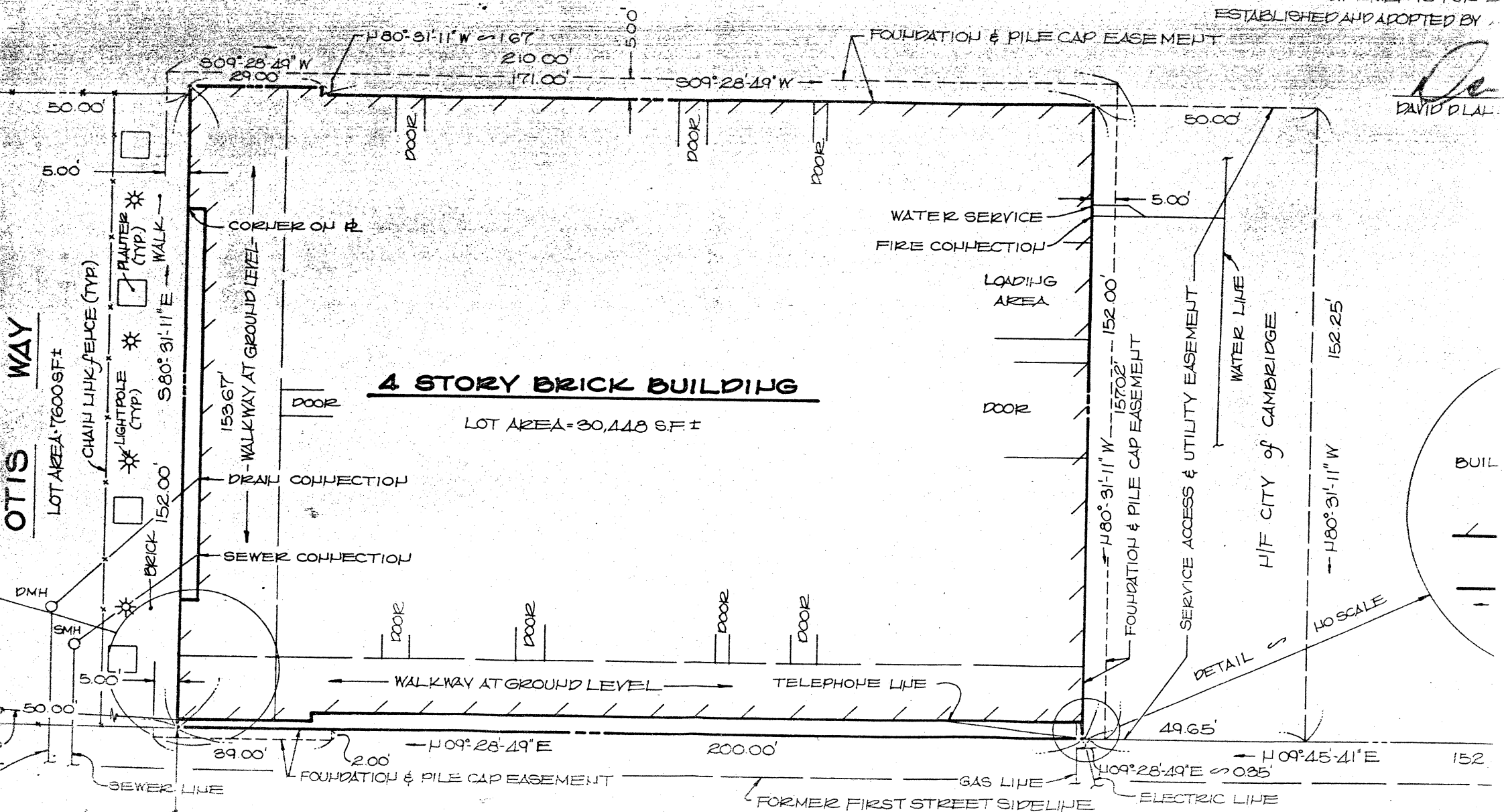
EXHIBIT A

Description of Encroachment Easement Area

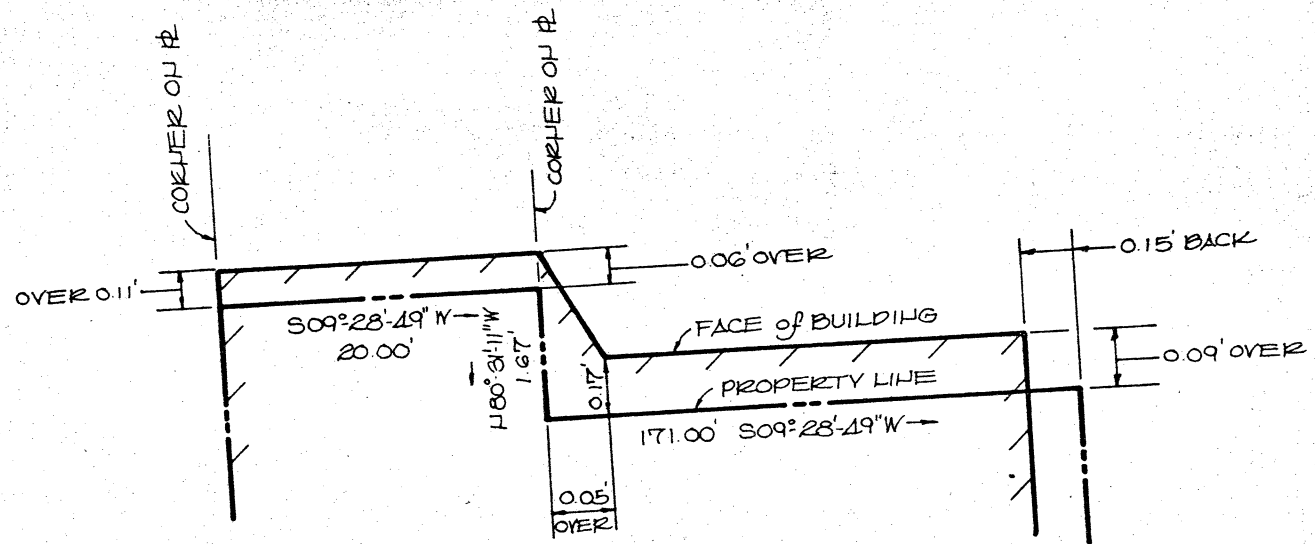
That certain area consisting of a strip of land three-quarters of one inch in width to the east of, and running along the entire easterly boundary of, the building shown as "4 Story Brick Building" on a plan of land entitled "Plan of Land in Cambridge, Massachusetts" dated October 20, 1987 and prepared by David D. Lanata & Assoc. Inc., a copy of which is recorded as Plan ____ of 1987, in the Middlesex County Registry of Deeds.

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DESCRIBED HEREON DO NOT
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DETAIL REQUIREMENTS FOR L
ESTABLISHED AND ADOPTED BY

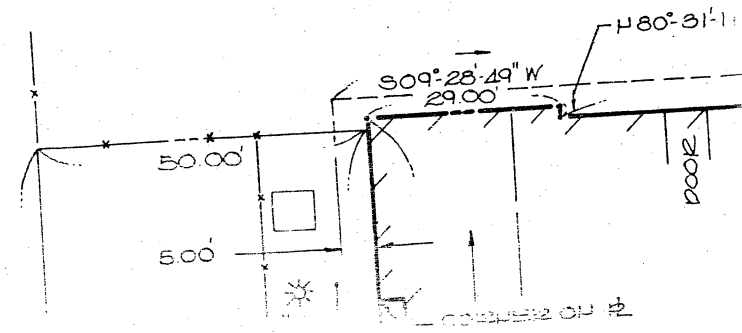
DAVID D. LAL



1/5
 CAN 12005
 11-2-24



EASTERLY BUILDING FACE DETAIL
 NO SCALE



ENCROACHMENT EASEMENT AGREEMENT

The City of Cambridge, a municipal corporation located in the County of Middlesex, The Commonwealth of Massachusetts (together with its successors and assigns, the "Grantor"), for One Hundred Dollars (\$100.00) paid and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby GRANTS to Canal Park Associates, a New York general partnership (the "Partnership") with a principal office at 28 Thorndike Street, Cambridge, Massachusetts (the Partnership, with its successors and assigns, is hereinafter referred to as the "Grantee") a right and easement (the "Easement") for the purposes hereinafter set forth over the area (the "Easement Area") owned by Grantor in the City of Cambridge, Middlesex County, Massachusetts, more fully described in Exhibit A attached hereto and made a part hereof.

The Easement shall be for the benefit of and as appurtenant to that land of Grantee shown as Parcel C on a plan recorded with a deed with Middlesex South Registry of Deeds (the "Registry") in Book 16059, Page 434. The Easement shall survive and be appurtenant to said parcel so long as the office building (the "Building") described in that certain Special Permit dated July 3, 1984, recorded with said Deeds in Book 15912, Page 299, as amended by two Minor Amendments dated January 8, 1985 and February 5, 1985 and recorded with the Registry in Book 16044, Page 457 and in Book 16044, Page 459, respectively, and as may be further amended by the City of Cambridge Planning Board from time to time, shall remain standing and in use for the purposes described in said Special Permit, as so amended and shall terminate when said Building is no longer standing or used for such purposes, unless extended by an instrument in writing executed by the Grantor.

The Easement shall be for the purpose of maintaining minor encroachments, if any, onto the lands of Grantor caused by the construction of the Building three-quarters of one inch or less onto the lands of Grantor.

Grantee covenants and agrees that it shall, at its own expense, maintain or cause the Easement Area to be maintained in safe condition and in good repair, including, without limitation, all pilings, supports, foundations, utility lines, catch basins and other drainage facilities, paving, sidewalks, railings and the like now or hereafter located within or in proximity to the Easement Area. Grantee further covenants and agrees that to the extent Grantee shall not make or commence to make reasonably necessary repairs or replacements to any of the aforementioned within ninety (90) days of written notice from Grantor as to the need for such repairs or replacements and shall not thereafter complete such repairs or replacements with

all due diligence, Grantor may make any such repairs or replacements on behalf of and at the expense of Grantee. In the case of structural failures or other dangerous conditions, which in the reasonable judgment of Grantor materially and substantially jeopardize the use or structural integrity of any portion of the Grantor's property or which place human life at risk of injury, Grantor shall have the right, after notice to the Grantee, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of Grantee (provided that Grantor gives notice to the Grantee of such repairs at the earliest feasible time).

Upon expiration of this Easement, Grantee covenants to restore the Easement Area to the same condition it was in at the time on the date hereof.

Grantee shall maintain general liability coverage for its operations on the Easement Area naming Grantor as an additional insured thereon. Grantee agrees to indemnify and hold Grantor harmless from and against all loss, claims or injury arising in connection with or as a result of the use of the Easement Area by Grantee as herein provided.

This conveyance is made subject to all agreements, restrictions and encumbrances of record insofar as now in force and applicable.

This Encroachment Easement Agreement may not be released, discharged, abandoned, changed, amended or modified except as hereinbefore provided or by an instrument in writing executed by the parties hereto and filed with said Deeds. This Easement is appurtenant to the benefited parcels and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of December, 1987.

Approved as to form:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

By: _____
Robert W. Healy,
City Manager

CANAL PARK ASSOCIATES

By: _____
Arnold Marcus,
Managing General Partner

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December __, 1987

Then personally appeared the above-named Robert W. Healy, known to me to be the City Manager of the City of Cambridge and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said City of Cambridge, before me.

Notary Public
My commission expires:

, ss.

December __, 1987

Then personally appeared the above-named Arnold Marcus, Managing General Partner of Canal Park Associates, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the said Canal Park Associates, before me.

Notary Public
My commission expires:

EXHIBIT A

Description of Encroachment Easement Area

That certain area consisting of a strip of land three-quarters of one inch in width to the east of, and running along the entire easterly boundary of, the building shown as "4 Story Brick Building" on a plan of land entitled "Plan of Land in Cambridge, Massachusetts" dated October 20, 1987 and prepared by David D. Lanata & Assoc. Inc., a copy of which is recorded as Plan ____ of 1987, in the Middlesex County Registry of Deeds.



City of Cambridge

Agenda Item No. 5(B)

IN CITY COUNCIL

March 14, 1988

- WHEREAS: The City of Cambridge is involved in a major revitalization and development of the East Cambridge Riverfront Area; and
- WHEREAS: The revitalization is being implemented according to the East Cambridge Riverfront Plan; and
- WHEREAS: Graves Landing Limited Partnership is participating in this revitalization through their construction of a new residential condominium known as Thomas Graves Landing located at Lechmere Canal Park; and
- WHEREAS: As part of said condominium construction, it is necessary to provide an encroachment easement in a portion of Lechmere Canal Park, said Park being owned by the City of Cambridge; and
- WHEREAS: Graves Landing Limited Partnership has requested that such an encroachment easement be granted to them; and
- WHEREAS: This City Council is desirous of supporting said project and of granting an encroachment easement to Graves Landing Limited Partnership in a portion of Lechmere Canal Park abutting their property and as more particularly described in the attached Exhibit A: now therefore, be it
- ORDERED: That Graves Landing Limited Partnership be granted an encroachment easement substantially in the form of the Encroachment Easement Agreement attached hereto; and be it further
- ORDERED: That the City Manager is hereby authorized to execute and deliver to Graves Landing Limited Partnership such Encroachment Easement Agreement.

In City Council March 14, 1988.

Adopted by the affirmative vote of 8 members.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connarton, City Clerk.



City of Cambridge

Agenda Item No. 5(B)

IN CITY COUNCIL

March 14, 1988

- WHEREAS: The City of Cambridge is involved in a major revitalization and development of the East Cambridge Riverfront Area; and
- WHEREAS: The revitalization is being implemented according to the East Cambridge Riverfront Plan; and
- WHEREAS: Graves Landing Limited Partnership is participating in this revitalization through their construction of a new residential condominium known as Thomas Graves Landing located at Lechmere Canal Park; and
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- ORDERED: That the City Manager is hereby authorized to execute and deliver to Graves Landing Limited Partnership such Encroachment Easement Agreement.

In City Council March 14, 1988.

Adopted by the affirmative vote of 8 members.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

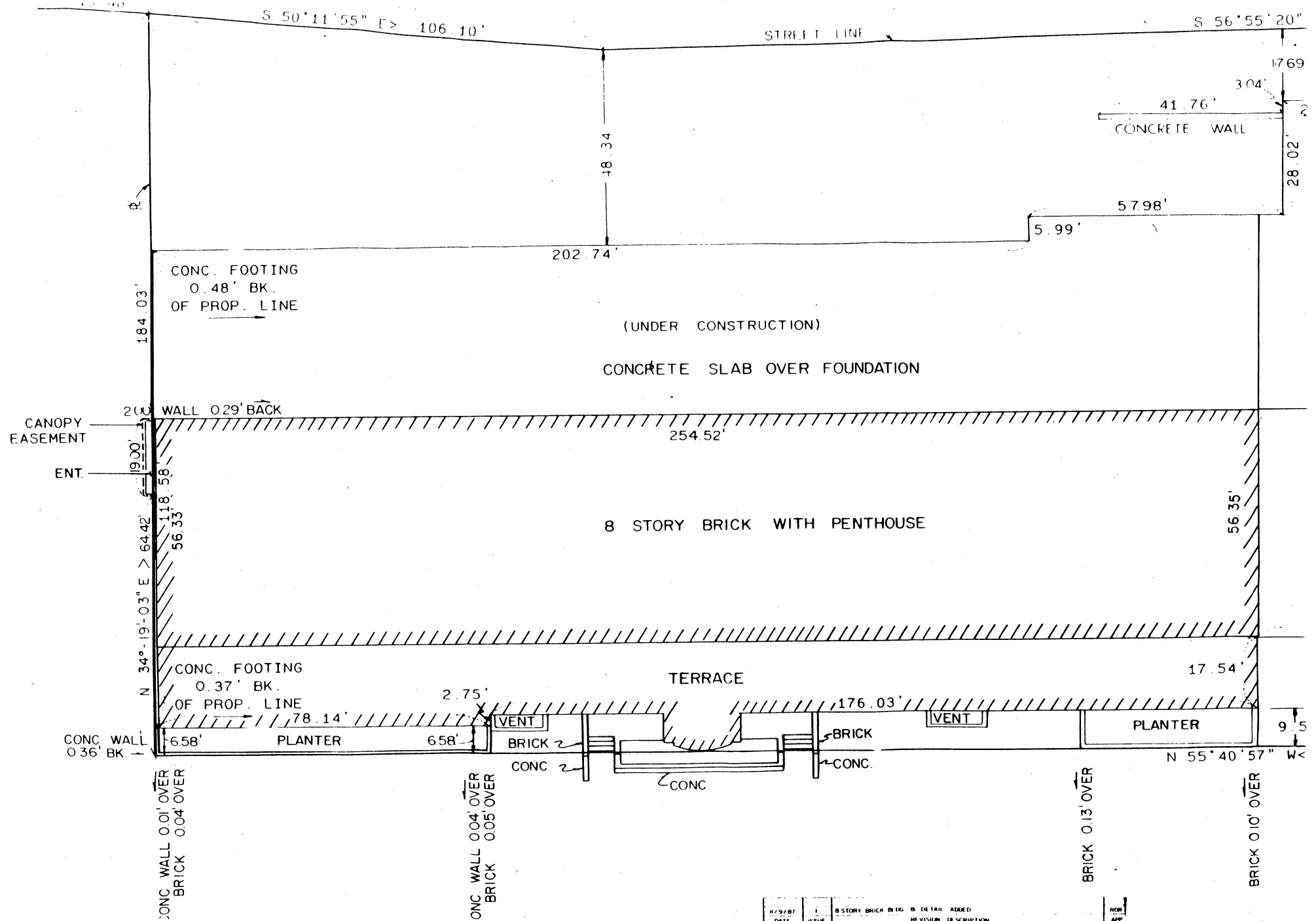
ATTEST:-

Joseph E. Connarton
Joseph E. Connarton, City Clerk.

EXHIBIT A

Description of Encroachment Easement Area

That certain area consisting of strip of land two inches in width to the southwest of, and running along the entire southwest boundary of, the lots shown as "Lot 7C," "Lot 2B (REMAINDER)," "Lot 6" and "Lot 4" on a plan of land entitled "Plan of Property Owned by Unihab, Inc., Msgr. O'Brien Highway, Cambridge, Massachusetts" dated December 14, 1984 (Revised 4-25-86) and prepared by Cullinan Engineering Co., Inc., a copy of which is recorded as Plan 775 of 1986 in the Middlesex County Registry of Deeds.



I HEREBY CERTIFY THAT THE BUILDING SHOWN ON THIS
PLAN WAS LOCATED BY ACTUAL FIELD SURVEY ON OCTOBER
20, 1987
DATE
PROFESSIONAL LAND SURVEYOR
CULLINAN ENGINEERING CO., INC.
ALBURN - BOSTON, MASSACHUSETTS
CIVIL ENGINEERS - LAND SURVEYORS

11/9/87	1	8 STORY BRICK BLDG. IS DETAIL ADDED	NON
DATE	ISSUE	REVISION DESCRIPTION	APP
BUILDING LOCATION ON PROPERTY OWNED BY UNIHAB INC. MSGR O'BRIEN HIGHWAY CAMBRIDGE MASSACHUSETTS			
SCALE 1 INCH = 20 FEET	RES DET	FIELD KAS	CHP KAS
DATE JANUARY 2, 1987	PLAN NUMBER 4516-11-87	SHEET 1	OF 1

ENCROACHMENT EASEMENT AGREEMENT

The City of Cambridge, a municipal corporation located in the County of Middlesex, The Commonwealth of Massachusetts (together with its successors and assigns, the "Grantor"), for One Hundred Dollars (\$100.00) paid and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby GRANTS to Graves Landing Limited Partnership, a Massachusetts limited partnership (the "Partnership") of which Unihab, Inc., a Massachusetts corporation with a principal office at 50 Church Street, Cambridge, Massachusetts is the general partner (the Partnership, with its successors and assigns, is hereinafter referred to as the "Grantee") a right and easement (the "Easement") for the purposes hereinafter set forth over the area (the "Easement Area") owned by Grantor in the City of Cambridge, Middlesex County, Massachusetts, more fully described in Exhibit A attached hereto and made a part hereof.

The Easement shall be for the benefit of and as appurtenant to that land of Grantee shown as Parcels 7C, 2B, 2C, C, 4A, 1A and "Jenny Oil Co." on Plan 1516 of 1980 recorded with Middlesex South Registry of Deeds in Book 14151, Page 120. The Easement shall survive and be appurtenant to said parcels so long as the residential building (the "Building") described in that certain Special Permit dated November 10, 1981, recorded with said Deeds in Book 14527, Page 336 and filed with Middlesex South Registry District of the Land Court as Document No. 619504, as amended by the City of Cambridge Planning Board from time to time, shall remain standing and in use for the purposes described in said Special Permit, as so amended and shall terminate when said Building is no longer standing or used for such purposes, unless extended by an instrument in writing executed by the Grantor.

The Easement shall be for the purpose of maintaining minor encroachments, if any, onto the lands of Grantor caused by the construction by Grantee of concrete retaining walls and other landscaping improvements in connection with the construction of the Building in those areas where the contractor may have constructed such walls or other improvements two inches or less onto the lands of Grantor.

Grantee covenants and agrees that it shall, at its own expense, maintain or cause the Easement Area to be maintained in safe condition and in good repair, including, without limitation, all pilings, supports, foundations, utility lines, catch basins and other drainage facilities, paving, sidewalks, railings and the like now or hereafter located within or in proximity to the Easement Area. Grantee further covenants and agrees that to the extent Grantee shall not make or commence to make reasonably necessary repairs or replacements to any of the aforementioned within ninety (90) days of written notice from

Grantor as to the need for such repairs or replacements and shall not thereafter complete such repairs or replacements with all due diligence, Grantor may make any such repairs or replacements on behalf of and at the expense of Grantee. In the case of structural failures or other dangerous conditions, which in the reasonable judgment of Grantor materially and substantially jeopardize the use or structural integrity of any portion of the Grantor's property or which place human life at risk of injury, Grantor shall have the right, after notice to the Grantee, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of Grantee (provided that Grantor gives notice to the Grantee of such repairs at the earliest feasible time).

Upon expiration of this Easement, Grantee covenants to restore the Easement Area to the same condition it was in at the time on the date hereof.

Grantee shall maintain general liability coverage for its operations on the Easement Area naming Grantor as an additional insured thereon. Grantee agrees to indemnify and hold Grantor harmless from and against all loss, claims or injury arising in connection with or as a result of the use of the Easement Area by Grantee as herein provided.

This conveyance is made subject to all agreements, restrictions and encumbrances of record insofar as now in force and applicable.

Grantee intends to establish a condominium under Chapter 183A of the Massachusetts General Laws and to convey residential units and commercial units in the Building to purchasers thereof. Grantee shall have the right, in Grantee's discretion, to convey the use and benefit of this Easement to the condominium subject to the control of the association of unit owners.

This Encroachment Easement Agreement may not be released, discharged, abandoned, changed, amended or modified except as hereinbefore provided or by an instrument in writing executed by the parties hereto and filed with said Deeds. This Easement is appurtenant to the benefited parcels and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of December, 1987.

Approved as to form:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

By: _____

GRAVES LANDING LIMITED PARTNERSHIP

By: Unihab, Inc., General Partner

By: _____
Arthur A. Klipfel, III
President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December __, 1987

Then personally appeared the above-named _____, known to me to be the _____ of the City of Cambridge and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said City of Cambridge, before me.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December __, 1987

Then personally appeared the above-named Arthur A. Klipfel, III, President of Unihab, Inc., general partner of Graves Landing Limited Partnership, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the said Unihab, Inc., as general partner as aforesaid, before me.

Notary Public
My commission expires:

EXHIBIT A

Description of Encroachment Easement Area

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City of Cambridge

MASSACHUSETTS

In City Council _____

198

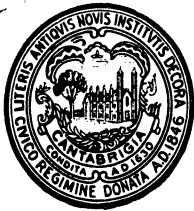
	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Danehy				
Mr. Francis H. Duehay				
Ms. Sandra Graham				
Mrs. Sheila T. Russell				
Mr. David E. Sullivan				
Mr. Walter J. Sullivan				
Mr. William H. Walsh				
Ms. Alice K. Wolf				
Mayor Alfred E. Vellucci				

City of Cambridge

MASSACHUSETTS

In City Council _____ 198

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Danehy				
Mr. Francis H. Duehay				
Ms. Sandra Graham				
Mrs. Sheila T. Russell				
Mr. David E. Sullivan				
Mr. Walter J. Sullivan				
Mr. William H. Walsh				
Ms. Alice K. Wolf				
Mayor Alfred E. Vellucci				



CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT
City Hall Annex - Inman & Broadway - Cambridge, Mass. 02139

498-9034

8 March 1988

MEMORANDUM

TO: Robert W. Healy
City Manager

FROM: Michael H. Rosenberg *MHR*
Assistant City Manager
for Community Development

RE: Lechmere Canal Park
Enroachment Easements
- Graves Landing Limited Partnership
- Canal Park Associates

I am writing to request that the attached, proposed two City Council Orders be placed on the next Council meeting agenda for their consideration and action.

More specifically, the attached Orders would grant both to Graves Landing Limited Partnership and Canal Park Associates encroachment easements in portions of Lechmere Canal Park. The Graves Landing easement consists of a strip of land two inches in width to the southwest of and running along the entire southwest boundary of property owned by Unihab/Graves Landing. The Canal Park Associates easement consists of a strip of land three-quarters of one inch in width to the east of, and running along the entire easterly boundary of the building known as One Canal Park owned by Marcus Organization/Canal Park Associates.

As you know, both developers (Marcus and Unihab) have recently completed projects abutting Lechmere Canal Park as part of the City's East Cambridge Riverfront Plan. In preparing "as-built" plans, both developer's surveyors discovered minor encroachments of their respective buildings on to Lechmere Canal Park. I have attached copies of these surveys showing the encroachments.

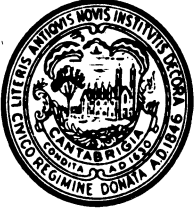
Mr. Robert W. Healy
8 March 1988
Page 2

In return for these easements, both Unihab and Marcus have agreed to significantly strengthen their financial commitments to the maintenance of the Park to assure adequate funding into the next century.

Both Easement Agreements require the developer to fully indemnify the City and to be responsible for damage that may be caused to the Park by the maintenance of said easements.

MHR/jk

Attachments



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL. 498-9011

EXECUTIVE DEPARTMENT

ROBERT W. HEALY

City Manager

RICHARD C. ROSSI

Deputy City Manager

March 14, 1988

To the Honorable, the City Council:

Enclosed please find copy of a communication from Michael Rosenberg, Assistant City Manager for Community Development, relative to two proposed orders granting easements to Graves Landing Limited Partnership and Canal Park Associates in portions of Lechmere Canal Park.

Very truly yours,

Robert W. Healy
City Manager

RWH/mbf

Encs.

H-18

Re: two enclosed proposed orders granting easements to Graves Landing Limited Partnership and Canal Park Associates in portions of Lechmere Canal Park.

In City Council,

March 14, 1988

3-14-88

Two Orders Adopted
by Voice Vote.

Copies sent to the City Mgr. Council Office,
Law Dept. Janitor, City Engineer +
Michael Rosenberg + Joseph Kellory, CDD
3/14/88 mh